

Commonwealth of Pennsylvania  
Office of Attorney General  
Bureau of Consumer Protection

By: William A. Slotter  
Senior Deputy Attorney General  
Identification #22398

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Allentown, PA 18101-2492  
610-821-6690

Attorney for  
Commonwealth of Pennsylvania

**COMMONWEALTH OF PENNSYLVANIA,  
ACTING BY ATTORNEY GENERAL  
THOMAS W. CORBETT, JR.**

Plaintiff

vs.

**COMMONWEALTH OF PENNSYLVANIA,  
ACTING BY ATTORNEY GENERAL  
THOMAS W. CORBETT, JR.**

Defendant

:  
: IN THE COURT OF COMMON PLEAS OF  
: LEHIGH COUNTY, PENNSYLVANIA  
:  
: No.  
:  
:  
: ASSIGNED TO:  
:  
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### NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claim set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Bar Association of Lehigh County, Lawyer Referral Service  
1114 Walnut Street  
Allentown, PA 18102  
Telephone No. 610-433-7094

To the within-named parties:  
You are hereby notified

a) to file a written response to the enclosed within 20 days of service hereof;

b) that the within matter is a true and correct copy of the original as filed; and

c) that judgment may be entered against you if you do not plead within 20 days.

PENNSYLVANIA OFFICE OF ATTORNEY  
GENERAL - BUREAU OF CONSUMER  
PROTECTION

: IN THE COURT OF COMMON PLEAS OF  
: LEHIGH COUNTY, PENNSYLVANIA

: No.

: ASSIGNED TO:

:

-

## COMPLAINT

1. The Commonwealth commences this action pursuant to the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1 et seq. (hereinafter referred to as the “Consumer Protection Law” or “CPL”).

## PARTIES

2. The plaintiff herein is the Commonwealth of Pennsylvania, the sovereign government of this state, acting by Attorney General Thomas W. Corbett, Jr., through the Bureau of Consumer Protection (“Commonwealth” or “Plaintiff”), Lehigh Valley Regional Office, 801 Hamilton Street, Fourth Floor, Allentown, Lehigh County, Pennsylvania, 18101-2492.

3. The defendant herein is Brad Soref, an adult individual residing at 418 Walnut

Street, Catasauqua, Lehigh County, Pennsylvania.

4. At all times material hereto, Brad Soref was the owner of a business trading under the fictitious name of Prima-Seal, having the address of 425 Front Street, Catasauqua, Lehigh County, Pennsylvania.

5. The name of Prima-Seal was registered as a fictitious name with the Department of State of the Commonwealth of Pennsylvania, entity 3015278, listing Brad Soref as the owner of the business.

6. At all times material hereto, Brad Soref also held himself out to the public, solicited and advertised for work, as the president of Prima-Seal, using the name of Brad Scott. A true and correct copy of the business card used by Brad Soref, giving his name as Brad Scott, is attached hereto and marked Exhibit "A".

7. At all times material hereto, Brad Soref also held himself out to the public, registering with the Better Business Bureau as the president of Prima-Seal under the name of Brad Sores.

8. Brad Soref never legally changed the name "Soref" to "Scott" or "Sores", nor listed a Brad Scott or Brad Sores as the owners of the fictitious name of Prima-Seal.

9. Any mention of Brad Soref in the following averments is meant to include by reference Brad Scott and/or Brad Sores.

10. In the calendar years 2005 through 2007, Brad Soref, d/b/a Prima-Seal, engaged in business as a home improvement contractor, primarily contracting for home improvements with individual home owners.

11. During calendar years 2005 through 2007 Brad Soref used a "fill-in-the-blank" contract format containing the language and provisions in the contract attached hereto and marked Exhibit "B".

12. At all times material hereto, Brad Soref, either personally or by sales persons employed by him, required homeowners to make a down payment at the time of the signing of the contract.

13. According to the terms of the contract, Brad Soref was to schedule work called for in the contract so that the same would be completed within one hundred eighty (180) days from the signing of the contract.

14. By May 2007, Brad Soref had established such a reputation for failing to commence work after taking down payments from consumers that his listing with the Better Business Bureau was dropped.

15. Being unable to continue with his business under the name Prima-Seal, Brad Soref moved the location of his business to 315 Linden Street, Allentown, Lehigh County, PA and commenced using the fictitious name Creative Windows and More.

16. Operating under the name of Creative Windows and More, Brad Soref again used a form contract which required the consumer to make a down payment prior to commencing work in the form attached hereto and marked Exhibit "C".

**COUNT I**  
**VIOLATIONS OF THE CONSUMER PROTECTION LAW**

19. The Commonwealth incorporates herein its averments in paragraphs 1 through 18 as though the same were more fully set forth below.

20. At all times material hereto Brad Soref held himself out to consumers as competent, equipped, able to procure the required materials, able to supply the required laborers

and crafts persons and otherwise able to perform the work called for by the contracts, in accordance with the terms of the contracts with individual consumers.

21. In reliance upon such representations, consumers entered into contracts with Brad Soref for various items of home improvement work to be performed on their property.

22. Beginning in 2005 Brad Soref entered into contracts with consumers, demanding and accepting the down payments called for in the contracts from the consumers, and then failing to perform some or all of the work called for in the contract.

23. Brad Soref has failed or refused to return the said down payments.

24. Despite the aforesaid previous failure to perform, and with knowledge that he would not perform in the future, Brad Soref solicited and entered into further home improvement contracts in 2006 with consumers, demanding and accepting down payments upon said contracts.

25. Despite the aforesaid previous failure to perform, and with knowledge that he would not perform in the future, Brad Soref advertised for, solicited and entered into further home improvement contracts in 2007 with consumers, demanding and accepting down payments upon said contracts.

26. Brad Soref has failed to perform upon said contracts in 2007 and the 180 day period of performance has expired on said contracts. Further, Brad Soref has abandoned the offices of Prima-Seal and ceased doing business as Prima-Seal.

27. The Office of Attorney General, Bureau of Consumer Protection has complaints of record for the following consumers who are owed the refund of their deposits for the work that has not been performed despite the existence of contracts with Brad Soref for such work. The Commonwealth believes that there may be other consumers who have been harmed by the business practices set forth above and who have not yet filed a complaint with the

## Commonwealth.

Last Name	First Name(s)	Deposit Amnt	Contract Date
Hubbell	Lianna	\$595.00	5/15/2006
Wang	Xiaofeng	\$1,366.00	12/2/2005
Holton	Robert	\$565.00	9/2/2005
Pfister	Timothy	\$491.00	1/15/2007
Rodriguez	Aida	\$1,312.00	10/31/2006
Sinsheimer	Deanna	\$3,665.00	1/13/2007
Loizos	Marika	\$8,500.00	10/19/2006
Bey, Sr.	Tyre	\$1,292.00	3/14/2007
Berg	Roni	\$3,334.00	2/24/2007
Nye, Jr.	Paul	\$5,433.00	1/31/2007
Nguyen	Danny	\$2,000.00	2/20/2007
Maffessoli	Lynn	\$1,100.00	12/29/2006
Feinberg	Stella	\$3,000.00	5/7/2007
Roman-Rentas	Iris	\$13,494.00	6/27/2006
Larkins	Marc	\$2,265.00	1/3/2007
Trinkle	Dorothy	\$1,632.00	3/29/2007
Bladt	Dorothy	\$500.00	5/17/2007
Sharma	Dharam	\$1,800.00	12/20/2006
Tilghman	Patricia	\$3,520.00	2/6/2007
Kemmerer	Emma	\$2,345.00	3/20/2007
Rosenthal	Paul	\$2,400.00	3/15/2007
Kakar	Shailender	\$1,800.00	4/12/2007
Neat	Kevin	\$5,372.00	5/9/2007
Woronoff	Alan	\$2,595.00	3/3/2007
Knibbe	Peter	\$1,567.00	1/9/2007
Rodrigo	Renuka	\$1,217.00	2/12/2007
Richardella	Rick	\$2,500.00	12/30/2006
Peterson	David	\$1,959.00	2/12/2007
Malozi	Evelyn	\$532.00	3/7/2007
Lepouski	Michael	\$1,250.00	4/18/2007
Johnson-Foulk	Samantha	\$1,400.00	4/26/2007
Marez	Phil	\$170.00	8/21/2000
McCall	Quincy	\$300.00	4/16/2007
Kuo	David	\$1,150.00	5/10/2007
Carney	Mary	\$540.00	2/19/2007
Stratz	Willard & Grace	\$734.00	3/5/2007
Ciobanu	Dana	\$400.00	5/11/2007
Shaikh	Siddique	\$934.00	3/14/2007
Gurovich	Fred	\$1,300.00	4/3/2007
Goldstein	Saul	\$1,467.00	2/19/2007
<b>Total</b>		<b>\$87,796.00</b>	

28. Brad Soref, after May of 2007 commenced doing business as Creative Windows and More as averred in paragraphs 17 and 18 above.

29. Brad Soref, having taken deposits for work that was promised to be performed, as averred in paragraph 25 above, again failed to perform upon contracts entered into while trading as Creative Windows and More.

30. The Office of Attorney General, Bureau of Consumer Protection has complaints of record for the following consumers who are owed the refund of deposits for work that has not been performed despite the existence of contracts with Brad Soref for such work. The Commonwealth believes that there may be other consumers who have been harmed by the business practices set forth above and who have not yet filed a complaint with the Commonwealth.

Last Name	First Name(s)	Deposit Amnt	Contract Date
Wilson	Anne	\$200.00	
Hausheer	Walter	\$2,050.00	6/5/2007
Costic	Bernard	\$535.00	7/24/2007
Pleas	Dennis	\$1,650	6/27/2007
<b>Total</b>		\$4,435.00	

31. The above described conduct by defendant is a violation of the CPL, 73 P.S. § 201-3, as defined in § 201-2:

(4) "Unfair methods of competition" and "unfair or deceptive acts or practices" mean any one or more of the following:

...

(ix) Advertising goods or services with intent not to sell them as advertised;

...

(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

32. 73 P.S. § 201-4.1 authorizes this Honorable Court to enter an order against Brad Soref to restore to the above listed persons, and such others as may be discovered between the date of the filing of this complaint and trial of this matter, any monies which may have been acquired by means that violate this act.

33. Of the consumers listed above, the following are of sixty (60) years of age or older. The Commonwealth believes that there may be other consumers over the age of 60 who have been harmed by the business practices set forth above and who have not yet filed a complaint with the Commonwealth

Last Name	First Name(s)
Trinkle	Dorothy
Kemmerer	Emma
Rosenthal	Paul
Malozi	Evelyn
Stratz	Willard & Grace
Hausheer	Walter
Costic	Bernard

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

A. Permanently enjoining the Defendant, Brad Soref a/k/a Brad Scott a/k/a Brad Sores, d/b/a Prima-Seal, and any agents, successors, assigns, and employees acting directly or through any corporate device from engaging in the acts and practices alleged in this complaint and any other acts and practices which violate the Consumer Protection Law;

B. Directing the Defendant, Brad Soref a/k/a Brad Scott a/k/a Brad Sores, d/b/a Prima-Seal, d/b/a Creative Windows and More, pursuant to Section 201-4.1 to restore to the above listed persons the amounts above stated, and such others as may be discovered between the date of the filing of this complaint and trial of this matter, any moneys which may have been



acquired by means of any violation of this act;

C. Directing the Defendant, Brad Soref a/k/a Brad Scott a/k/a Brad Sores, d/b/a Prima-Seal, d/b/a Creative Windows and More, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, increasing to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age sixty (60) or older, and such other victims as may be discovered between the date of the filing of this complaint and trial of this matter;

D. Directing the Defendant, Brad Soref a/k/a Brad Scott a/k/a Brad Sores d/b/a Prima-Seal, d/b/a Creative Windows and More, to disgorge and forfeit all profits it has derived as a result of its unfair and deceptive acts and practices as set forth in this complaint.

E. Directing the Defendant, Brad Soref a/k/a Brad Scott a/k/a Brad Sores d/b/a Prima-Seal, d/b/a Creative Windows and More, to pay the Commonwealth for the costs of its investigation and prosecution of this action;

F. Directing the Defendant, Brad Soref a/k/a Brad Scott a/k/a Brad Sores d/b/a Prima-Seal, d/b/a Creative Windows and More, to forfeit its right or franchise to engage in business within the Commonwealth of Pennsylvania until such time as all monies have been paid for restitution, costs and civil penalties;

G. Providing any other such relief as the Court may deem necessary and appropriate.

## **COUNT II VIOLATIONS OF THE FICTITIOUS NAME ACT**

34. The Commonwealth incorporates herein its averments in paragraphs 1 through 33 as though the same were more fully set forth below.

35. At all times material hereto, Brad Soref has failed to register the entities Brad Scott and/or Brad Sores as fictitious names while conducting business in this Commonwealth, in

violation of the requirements of The Fictitious Names Act, 54 Pa.C.S.A. § 301 *et seq.*,

36. Brad Soref held himself out to the public, solicited and advertised for work, as an owner, agent or employee of Prima-Seal, having the name of Brad Scott or Brad Sores, in violation of the requirements of The Fictitious Names Act, 54 Pa.C.S.A. § 301 *et seq.*

37. When he commenced doing business as Creative Windows and More, Brad Soref failed to register that name in violation of the requirements of The Fictitious Names Act, 54 Pa.C.S.A. § 301, *et seq.*

38. At all times material hereto, the name Creative Windows and More was not registered to Brad Soref. To the contrary, Creative Windows and More was a registered fictitious name with the Pennsylvania Department of State, as of September 7, 1993, for the conduct of drapery fabrication, said business being located in Harrisburg, Dauphin County, Pennsylvania.

39. The above described conduct by the defendant is a violation of the CPL, 73 P.S. § 201-3, as defined at § 201-2:

(4) "Unfair methods of competition" and "unfair or deceptive acts or practices" mean any one or more of the following:

...

(i) Passing off goods or services as those of another;

(ii) Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;

...

(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

A. Permanently enjoining the Defendant, Brad Soref a/k/a Brad Scott a/k/a Brad Sores d/b/a Prima-Seal, and any agents, successors, assigns, and employees acting directly or through any corporate device from engaging in the acts and practices alleged in this complaint and any other acts and practices which violate the Consumer Protection Law;

B. Directing the Defendant, Brad Soref a/k/a Brad Scott a/k/a Brad Sores d/b/a Prima-Seal, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, which will increase to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age sixty (60) or older, and such other victims as may be discovered between the date of the filing of this complaint and trial of this matter;

C.. Directing the Defendant, Brad Soref a/k/a Brad Scott a/k/a Brad Sores d/b/a Prima-Seal, to disgorge and forfeit all profits it has derived as a result of its unfair and deceptive acts and practices as set forth in this complaint.

D. Directing the Defendant, Brad Soref a/k/a Brad Scott a/k/a Brad Sores d/b/a Prima-Seal, to pay the Commonwealth for the costs of its investigation and prosecution of this action;

E. Directing the Defendant, Brad Soref a/k/a Brad Scott a/k/a Brad Sores d/b/a Prima-Seal, to forfeit its right or franchise to engage in business within the Commonwealth of Pennsylvania until such time as all monies have been paid for restitution, costs and civil penalties;

F. Providing any other such relief as the Court may deem necessary and appropriate.

**COUNT III**  
**CONDUCTING BUSINESS WITHOUT A LICENSE**

40. The Commonwealth incorporates herein its averments in paragraphs 1 through 39 as though the same were more fully set forth below.

41. Brad Soref did not confine the business of Prima-Seal to the Commonwealth of Pennsylvania; but also, entered into home improvement contracts for work to be done in the State of New Jersey.

42. In the State of New Jersey, home repair contractors and home repair salesmen are required to be licensed by the State of New Jersey, N.J.S.A. 17:16C-77.

43. At all times material to the averments in this complaint, Brad Soref a/k/a Brad Scott a/k/a Brad Sores d/b/a Prima-Seal was not licensed as a home repair contractor by the State of New Jersey.

44. At all times material to the averments in this complaint none of the sales persons employed by Brad Soref d/b/a Prima-Seal were licensed as a home repair salesman by the State of New Jersey.

45. At no time did Brad Soref d/b/a Prima-Seal or any of the sales person employed as sales persons reveal to consumers in the State of New Jersey that they neither obtained a home repair contractors license nor home repair salesmen licenses.

46. Brad Soref maintained no offices in the State of New Jersey, all initial solicitations were made from the Pennsylvania offices listed in paragraphs 4 or 15 above.

47. Brad Soref employed sales persons whose job it was to conduct product demonstrations, estimate the work to be done and obtain signed contracts from consumers on behalf of Prima-Seal in both Pennsylvania and New Jersey. All sales persons received their assignments and were dispatched from the Pennsylvania offices listed in paragraphs 6 or 17

above.

48. The aforesaid sales persons were all paid by Brad Soref from the Pennsylvania offices listed in paragraphs 6 or 17 above.

49. Regardless of whether the contracts were for work to be done in Pennsylvania or New Jersey, all contracts were finally approved at the Pennsylvania offices listed in paragraphs 6 or 17 above.

50. The following consumers justifiably relied on the fact that they were doing business with a properly licensed home repair contractor and properly licensed sales persons.

Last Name	First Name(s)	State
Wang	Xiaofeng	NJ
Holton	Robert	NJ
Pfister	Timothy	NJ
Sinsheimer	Deanna	NJ
Berg	Roni	NJ
Maffessoli	Lynn	NJ
Roman-Rentas	Iris	NJ
Larkins	Marc	NJ
Bladt	Dorothy	NJ
Sharma	Dharam	NJ
Rosenthal	Paul	NJ
Kakar	Shailender	NJ
Richardella	Rick	NJ
Kuo	David	NJ
Ciobanu	Dana	NJ
Shaikh	Siddique	NJ
Gurovich	Fred	NJ
Goldstein	Saul	NJ
Hausheer	Walter	NJ

51. The above described conduct by defendant is a violation of the CPL, 73 P.S. § 201-3, as defined at § 201-2:

(4) "Unfair methods of competition" and "unfair or deceptive acts or practices" mean any one or more of the following:

...

(ii) Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;

(iii) Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another;

...

(v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;

...

(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

A. Permanently enjoining the Defendant, Brad Soref a/k/a Brad Scott a/k/a Brad Sores d/b/a Prima-Seal, and any agents, successors, assigns, and employees acting directly or through any corporate device from engaging in the acts and practices alleged in this complaint and any other acts and practices which violate the Consumer Protection Law;

B. Directing the Defendant, Brad Soref a/k/a Brad Scott a/k/a Brad Sores d/b/a Prima-Seal, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, which will increase to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age sixty (60) or older;

C. Directing the Defendant, Brad Soref a/k/a Brad Scott a/k/a Brad Sores d/b/a Prima-Seal, to disgorge and forfeit all profits it has derived as a result of its unfair and deceptive acts and practices as set forth in this complaint.

D. Directing the Defendant, Brad Soref a/k/a Brad Scott a/k/a Brad Sores d/b/a Prima-Seal, to pay the Commonwealth for the costs of its investigation and prosecution of this action;

E. Directing the Defendant, Brad Soref a/k/a Brad Scott a/k/a Brad Sores d/b/a Prima-Seal, to forfeit its right or franchise to engage in business within the Commonwealth of Pennsylvania until such time as all monies have been paid for restitution, costs and civil penalties;

F. Providing any other such relief as the Court may deem necessary and appropriate.

THOMAS W. CORBETT, JR.  
Attorney General

Date: \_\_\_\_\_

By: \_\_\_\_\_  
William A. Slotter  
Senior Deputy Attorney General

**VERIFICATION**

I, Carlos Cueva, being duly sworn according to law, hereby state that I am a Senior Agent for the Office of Attorney General, Bureau of Consumer Protection, Commonwealth of Pennsylvania and that I am authorized to make this Verification and that the facts set forth in the foregoing Second Amended Complaint are true and correct to the best of my knowledge, information and belief.

Date: \_\_\_\_\_

\_\_\_\_\_  
Carlos Cueva  
Senior Agent



**EXHIBIT “A”**  
**PRIMA-SEAL CONTRACT**